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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/608,792	06/30/2000	Arjun Rajagopalan	020431.0578	2259

7590 06/10/2003
Baker Botts LLP
2001 Ross Avenue
Dallas, TX 75201-2980

EXAMINER

VIG, NARESH

ART UNIT	PAPER NUMBER
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3629

DATE MAILED: 06/10/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Interview Summary	Application No. 09/608,792	Applicant(s) RAJAGOPALAN, ARJUN	
	Examiner Naresh Vig	Art Unit 3629	

All participants (applicant, applicant's representative, PTO personnel):

(1) Naresh Vig.

(3) Carol Donahue (Legal Assistant).

(2) _____.

(4) Christopher Kennerly (40675) via Voicemail.

Date of Interview: 03 June 2003.

Type: a) ☒ Telephonic b) ☐ Video Conference
c) ☐ Personal [copy given to: 1) ☐ applicant 2) ☐ applicant's representative]

Exhibit shown or demonstration conducted: d) ☐ Yes e) ☒ No.
If Yes, brief description: _____.

Claim(s) discussed: 1-6,8-15 and 17-29.

Identification of prior art discussed: _____.

Agreement with respect to the claims f) ☒ was reached. g) ☐ was not reached. h) ☐ N/A.

Substance of Interview including description of the general nature of what was agreed to if an agreement was reached, or any other comments: See Continuation Sheet.

(A fuller description, if necessary, and a copy of the amendments which the examiner agreed would render the claims allowable, if available, must be attached. Also, where no copy of the amendments that would render the claims allowable is available, a summary thereof must be attached.)

THE FORMAL WRITTEN REPLY TO THE LAST OFFICE ACTION MUST INCLUDE THE SUBSTANCE OF THE INTERVIEW. (See MPEP Section 713.04). If a reply to the last Office action has already been filed, APPLICANT IS GIVEN ONE MONTH FROM THIS INTERVIEW DATE TO FILE A STATEMENT OF THE SUBSTANCE OF THE INTERVIEW. See Summary of Record of Interview requirements on reverse side or on attached sheet.



Examiner Note: You must sign this form unless it is an Attachment to a signed Office action.

Examiner's signature, if required

Summary of Record of Interview Requirements

Manual of Patent Examining Procedure (MPEP), Section 713.04, Substance of Interview Must be Made of Record

A complete written statement as to the substance of any face-to-face, video conference, or telephone interview with regard to an application must be made of record in the application whether or not an agreement with the examiner was reached at the interview.

Title 37 Code of Federal Regulations (CFR) § 1.133 Interviews

Paragraph (b)

In every instance where reconsideration is requested in view of an interview with an examiner, a complete written statement of the reasons presented at the interview as warranting favorable action must be filed by the applicant. An interview does not remove the necessity for reply to Office action as specified in §§ 1.111, 1.135. (35 U.S.C. 132)

37 CFR §1.2 Business to be transacted in writing.

All business with the Patent or Trademark Office should be transacted in writing. The personal attendance of applicants or their attorneys or agents at the Patent and Trademark Office is unnecessary. The action of the Patent and Trademark Office will be based exclusively on the written record in the Office. No attention will be paid to any alleged oral promise, stipulation, or understanding in relation to which there is disagreement or doubt.

The action of the Patent and Trademark Office cannot be based exclusively on the written record in the Office if that record is itself incomplete through the failure to record the substance of interviews.

It is the responsibility of the applicant or the attorney or agent to make the substance of an interview of record in the application file, unless the examiner indicates he or she will do so. It is the examiner's responsibility to see that such a record is made and to correct material inaccuracies which bear directly on the question of patentability.

Examiners must complete an Interview Summary Form for each interview held where a matter of substance has been discussed during the interview by checking the appropriate boxes and filling in the blanks. Discussions regarding only procedural matters, directed solely to restriction requirements for which interview recordation is otherwise provided for in Section 812.01 of the Manual of Patent Examining Procedure, or pointing out typographical errors or unreadable script in Office actions or the like, are excluded from the interview recordation procedures below. Where the substance of an interview is completely recorded in an Examiners Amendment, no separate Interview Summary Record is required.

The Interview Summary Form shall be given an appropriate Paper No., placed in the right hand portion of the file, and listed on the "Contents" section of the file wrapper. In a personal interview, a duplicate of the Form is given to the applicant (or attorney or agent) at the conclusion of the interview. In the case of a telephone or video-conference interview, the copy is mailed to the applicant's correspondence address either with or prior to the next official communication. If additional correspondence from the examiner is not likely before an allowance or if other circumstances dictate, the Form should be mailed promptly after the interview rather than with the next official communication.

The Form provides for recordation of the following information:

- Application Number (Series Code and Serial Number)
- Name of applicant
- Name of examiner
- Date of interview
- Type of interview (telephonic, video-conference, or personal)
- Name of participant(s) (applicant, attorney or agent, examiner, other PTO personnel, etc.)
- An indication whether or not an exhibit was shown or a demonstration conducted
- An identification of the specific prior art discussed
- An indication whether an agreement was reached and if so, a description of the general nature of the agreement (may be by attachment of a copy of amendments or claims agreed as being allowable). Note: Agreement as to allowability is tentative and does not restrict further action by the examiner to the contrary.
- The signature of the examiner who conducted the interview (if Form is not an attachment to a signed Office action)

It is desirable that the examiner orally remind the applicant of his or her obligation to record the substance of the interview of each case. It should be noted, however, that the Interview Summary Form will not normally be considered a complete and proper recordation of the interview unless it includes, or is supplemented by the applicant or the examiner to include, all of the applicable items required below concerning the substance of the interview.

A complete and proper recordation of the substance of any interview should include at least the following applicable items:

- 1) A brief description of the nature of any exhibit shown or any demonstration conducted,
- 2) an identification of the claims discussed,
- 3) an identification of the specific prior art discussed,
- 4) an identification of the principal proposed amendments of a substantive nature discussed, unless these are already described on the Interview Summary Form completed by the Examiner,
- 5) a brief identification of the general thrust of the principal arguments presented to the examiner,
(The identification of arguments need not be lengthy or elaborate. A verbatim or highly detailed description of the arguments is not required. The identification of the arguments is sufficient if the general nature or thrust of the principal arguments made to the examiner can be understood in the context of the application file. Of course, the applicant may desire to emphasize and fully describe those arguments which he or she feels were or might be persuasive to the examiner.)
- 6) a general indication of any other pertinent matters discussed, and
- 7) if appropriate, the general results or outcome of the interview unless already described in the Interview Summary Form completed by the examiner.

Examiners are expected to carefully review the applicant's record of the substance of an interview. If the record is not complete and accurate, the examiner will give the applicant an extendable one month time period to correct the record.

Examiner to Check for Accuracy

If the claims are allowable for other reasons of record, the examiner should send a letter setting forth the examiner's version of the statement attributed to him or her. If the record is complete and accurate, the examiner should place the indication, "Interview Record OK" on the paper recording the substance of the interview along with the date and the examiner's initials.

Continuation of Substance of Interview including description of the general nature of what was agreed to if an agreement was reached, or any other comments:

Carol Donahue called to inform the examiner that there were some errors with the claim numbers in the response mailed on 23 April 2003. Correction were confirmed by the attorney via voicemail. A copy of the corrections will be faxed to the attorney.

Following corrections to the claim numbers have been made

1. On Page 2, Line 11 --> 7 - 18 has been changed to 8 - 15
2. On Page 5, Paragraph 2, Line 1 --> 22 has been changed to 21
3. On Page 5, Paragraph 3, Line 1 --> 7 has been changed to 14, and, 23 has been changed to 22 - 23
4. On Page 6, Paragraph 6, Line 1 --> 25 has been changed to 24 - 25.

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getting bids from the lenders, and, when a customer accepts a loan offer from a lender, LendingTree asks customers to send response through LendingTree.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8 - 15

Claims 1 – 6, ~~7 – 13~~ and 17 – 29 are rejected under 35 U.S.C. 103(a) as being unpatentable over Warranty Direct hereinafter known as WarrantyDirect in view of Lending Tree, Inc. hereinafter known as Lendingtree and further in view of HomeGain.Com hereinafter known as HomeGain. APD

Regarding claims 1, 11, 20 and 29, WarrantyDirect discloses system and method to sell extended warranty to their customers. WarrantyDirect allows customers to request for quote by providing a form, which the customer uses to provide the information about the product they are requesting the price quote for warranty [page 5].

WarrantyDirect discloses provide plurality of warranty packages and information about the type of coverage in each package [page 17]. Customers get the warranty coverage based upon the coverage level they have selected.

WarrantyDirect discloses Warranty Direct's Automated Quote system for generating the quote based upon the information provided by the customer. Customer is given a choice to elect what level warranty coverage they would like to get the quotation for [page 5].

WarrantyDirect discloses that customers can purchase Warranty protection online, or, by contacting WarrantyDirect via telephone or fax.

WarrantyDirect does not disclose identification of particular item. However, it is known at the time of invention to a person with ordinary skill in the art that unique identifiers like Serial Numbers (S/N), Vehicle Identification Numbers (VIN) are used for identification purposes to ensure that the product brought in for service is the actual product for which the customer purchase the warranty service.

WarrantyDirect does not disclose communicating warranty package to one or more warranty service providers. However, WarrantyDirect discloses that at the time when repair services are required, repair service professional contacts WarrantyDirect for payment [page 11]. LendingTree disclose system and method which allows customers to provide information for the loan service they require, and, LendingTree discloses that after the customer has provided information, within two business days, customers can receive response from various lenders (mortgage service providers). In addition, HomeGain discloses system and method which allows user to request bids from plurality of service estate agents (service providers) to sell the property. After completing the basic sign-up process, customer is logged into the control center. Customer can create a seller profile. Completed seller profile (requirements) are sent to

real estate agents (service providers) for their review [page 20]. Therefore, it would have been obvious to a person with ordinary skill in the art to communicate requirements to one or more providers to provide information to their service providers and receive the competitive bids for their users. Therefore, it is known at the time of invention to a person with ordinary skill in the art that quote for service can be provided by a single source (service provider owns the system), or, the quote can be provided by plurality of service providers (business owning the system acts as a middle man, e.g. LendingTree) to have the affiliates pay for keeping the system running, and, providing competing prices to customers.

Regarding claims 2, 12, and ²¹~~22~~, WarrantyDirect discloses Warranty Direct's Automated Quote system for generating the quote based upon the information provided by the customer. Customer is given a choice to elect what level warranty coverage they would like to get the quotation for [page 5]. WarrantyDirect discloses provide plurality of warranty packages and information about the type of coverage in each package [page 17]. Customers get the warranty coverage based upon the coverage level they have selected. APV

Regarding claims 3 – 4, 13 – ¹⁴~~17~~ and ²²⁻²³~~23~~, WarrantyDirect discloses provide plurality of warranty packages and information about the type of coverage in each APV

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package [page 17]. Customers get the warranty coverage based upon the coverage level they have selected. WarrantyDirect discloses Warranty Direct's Automated Quote system for generating the quote based upon the information provided by the customer. It is obvious that WarrantyDirect stores information from customers to be able to provide the requested information.

24-25

Regarding claims 5 – 6, 15 and ~~25~~, WarrantyDirect discloses to be communicating warranty packages over the internet. It is obvious that a user will use a browser to access the information over the internet. .

WarrantyDirect does not disclose communicating warranty package to one or more warranty service providers. However, WarrantyDirect discloses that at the time when repair services are required, repair service professional contacts WarrantyDirect for payment [page 11]. LendingTree disclose system and method which allows customers to provide information for the loan service they require, and, LendingTree discloses that after the customer has provided information, within two business days, customers can receive response from various lenders (mortgage service providers). In addition, HomeGain discloses system and method which allows user to request bids from plurality of service estate agents (service providers) to sell the property. After completing the basic sign-up process, customer is logged into the control center. Customer can create a seller profile. Completed seller profile (requirements) are sent to real estate agents (service providers) for their review [page 20]. Therefore, it would

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have been obvious to a person with ordinary skill in the art to communicate requirements to one or more providers to provide information to their service providers and receive the competitive bids for their users. Therefore, it is known at the time of invention to a person with ordinary skill in the art that quote for service can be provided by a single source (service provider owns the system), or, the quote can be provided by plurality of service providers (business owning the system acts as a middle man, e.g. LendingTree) to have the affiliates pay for keeping the system running, and, providing competing prices to customers.

Regarding claims 8, 17 and 26, WarrantyDirect does not disclose identification of particular item. However, it is known at the time of invention to a person with ordinary skill in the art that unique identifiers like Serial Numbers (S/N), Vehicle Identification Numbers (VIN) are used for identification purposes to ensure that the product brought in for service is the actual product for which the customer purchase the warranty service. During the registration of a vehicle, the Motor Vehicle Authority at the jurisdiction requires the VIN to identify the vehicle for which the number plates (tags) are issued. Also, during a traffic violation, law enforcement officer checks the VIN of the vehicle to identify whether the tags on the vehicle belong to that vehicle. Therefore, it would have been obvious to a person with ordinary skill in the art to use VIN of the vehicle to identify the vehicle, its make, model, year of manufacture etc. to prevent the customer from filing a claim for a similar vehicle. For example, vehicle tag number as a means for

identification may not work because tag numbers can be transferred to another vehicle when a person replaces a car (done in the State of Maryland).

Regarding claims 9 – 10, 18 – 19 and 27 – 28, WarrantyDirect does not disclose generating bids, and communicating bids. However, LearningTree discloses that within two business days after the customer has provided the information, plurality of lender will respond – all competing for customers business [page 2]. In addition, HomeGain allows user to request bids from plurality of service estate agents (service providers) to sell customer's property. After completing the basic sign-up process, customer is logged into the control center. Customer can create a seller profile. Completed seller profile (requirements) are sent to real estate agents (service providers) for their review. Service Providers can view all the information available about available listings. Service Providers can 'Submit A Proposal' (bid) to the seller. When an agent responds to seller profile with a service proposal, the proposal is stored in Seller Control Center and the customer is notified immediately. Customers can review proposals. Customers can contact an agent by clicking of the envelope icon next to the proposal. It is a business choice on how a business elects to close a deal. HomeGain elected customers contact the agent and discuss further to help them make decision on which agent is qualified to sell their home [pages 20 – 27]. In addition, LendingTree discloses customers getting bids from the lenders, and, when a customer accepts a loan offer from a lender, LendingTree asks customers to send response through LendingTree. Therefore, it

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would have been obvious to a person with ordinary skill in the art to get bids from suppliers to save money for their customers by providing competitive bids from their service providers.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

1. Wallis et al. US Publication US/2001/0051884

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

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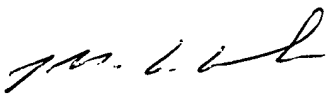
the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Naresh Vig whose telephone number is 703.305.3372. The examiner can normally be reached on M-F 7:30 - 5:00 (Alt Friday off).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 703.308.2702. The fax phone numbers for the organization where this application or proceeding is assigned are 703.305.7687 for regular communications and 703.305.7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703.305.3900.

Naresh Vig
April 16, 2003



JOHN G. WEISS
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600